

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Linden Government Solutions, LLC 5120 Woodway Drive, Ste 5004 Houston, TX 77056	2. Registration No. <p style="text-align: center; font-size: 1.2em;">6682</p>
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3. Name of Foreign Principal Decision Support Center of Libya (on behalf of the Libyan National Army)	4. Principal Address of Foreign Principal Libyan National Army Headquarters Rajma District, Benghazi, Libya
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
 N/A

b) Name and title of official with whom registrant deals  
 N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address  
 N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Decision Support Center of Libya advocates for stability and democracy in Libya on behalf of the Libyan National Army.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

Owned by a foreign government, foreign political party, or other foreign principal Yes  No

Directed by a foreign government, foreign political party, or other foreign principal Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

Financed by a foreign government, foreign political party, or other foreign principal Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Registrant understand that the Decision Support Center of Libya is an entity financed and controlled by the Libyan National Army dedicated to the promotion of stability and democracy in Libya.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 19, 2019	Brian Ettinger, General Counsel	/s/ Brian Ettinger

eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Linden Government Solutions, LLC	2. Registration No. <span style="float: right;">6682</span>
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3. Name of Foreign Principal  Decision Support Center of Libya (on behalf of the Libyan National Army)
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Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Consultant has been engaged by the Client to provide strategic consulting services, advice, planning, coordinating meetings with Business, Government and Non-Government representatives and public relations services in support of the Client's diplomatic goals.

Please note: Attached is a copy of the contract as executed, the official executed copy with Client signature is pending delivery and will be filed with FARA office upon receipt.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. Consultant has been engaged by the Client to provide strategic consulting services, advice, planning, coordinating meetings with Business, Government and Non-Government representatives and public relations services in support of the Client's diplomatic goals.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see attached contract. Consultant has been engaged by the Client to provide strategic consulting services, advice, planning, coordinating meetings with Business, Government and Non-Government representatives and public relations services in support of the Client's diplomatic goals.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 19, 2019	Brian Ettinger, General Counsel	/s/ Brian Ettinger eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**GOVERNMENT RELATIONS CONSULTING AGREEMENT**

This Independent Consulting Agreement ("**Agreement**") is made and entered into effective this the 16th day of May 2019, by and between **Linden Government Solutions, LLC**, a United States Corporation having its office at 5120 Woodway Drive, Suite 5004, Houston, Texas, USA, **hereinafter referred to as ("Consultant")** and the **Decision Support Center of Libya**, headquartered in Benghazi, Libya. (**hereinafter referred to as "Client"**) including any affiliates, subsidiaries and/or designees collectively referred to as "Parties" having entered into this "Agreement".

WHEREAS, Client requires government affairs services in the United States;

WHEREAS, the Consultant has been engaged by the Client to provide strategic consulting services, advice, planning, meetings with Business, Government and Non-Government representatives and public relations services in support of the Client's diplomatic goals.

NOW THEREFORE the parties agree as follows:

1. **SCOPE OF CONSULTING AGREEMENT**

The Consultant shall, through the use of its best effort, endeavor to assist the Client in achieving the Client's goals, specifically assisting in relations between the U.S. government and Client, international coalition building, and general public relations.

**TERM OF AGREEMENT**

The initial term of this Agreement shall be for one year, commencing on 16 May, 2019, and ending on 16 June, 2020. This Agreement shall be automatically renewable for an additional one year upon mutual agreement by the Parties. Each renewal of the Agreement shall be governed by the same terms and conditions contained in this Agreement unless otherwise amended by the Parties in writing.

Subject to the foregoing, either party to this Agreement may give notice of termination ("Notice of Termination") of this Agreement through written notice to the other party's designated representative for notice. The Notice of Termination shall be deemed given upon the earlier of receipt: five (5) days after deposit with an internationally recognized express courier, or ten (10) days after deposit in the mail. The sending of the Notice of Termination shall terminate the Agreement effective on the 5th day following the sending of the Notice of Termination ("Termination Date"). Notice of Termination may only be given via 1) overnight delivery service or 2) facsimile transmission. The giving of Notice of Termination shall not terminate any of the Parties' obligations under the Agreement until the Termination Date occurs.

In the event Client is not satisfied with Consultant's work, Client shall have the right to terminate the agreement, without penalty or further obligation for payment, following the initial sixty (60) days after execution of this agreement.

2. COMPENSATION OF CONSULTING SERVICES

a. Compensation shall be structured as follows:

- i. Client shall pay to Consultant \$300,000 USD to cover first-month (1 month) start-up costs and work upon contract execution;
- ii. Client shall pay to Consultant \$425,000 USD per Quarter during the term of the contract, with the first payment due June 1st.

3. GOVERNMENT RELATIONS SERVICES

This agreement authorizes Consultant to act as an agent of Client to the United States Government. The Consultant is empowered under this Agreement to provide lobbying services and will need to register under the Foreign Agents Registration Act (FARA) registration requirements of the United States laws and statutes.

Client understands that this agreement will be sent to the U.S. Department of Justice, FARA Registration Unit, as required under the FARA Registration statutes or other U.S. Government agency representatives or other U.S. Government agencies requiring registration, and that any such filings will be publicly accessible in the United States.

4. KEY PERSONNEL

The Consultant may utilize third-party consultants and advisors as needed in the furtherance of the Client's goals. Any third-party consulting agreements entered into by Consultant will incorporate the confidentiality language of this agreement and any other Non-Disclosure Agreements Consultant has signed with Client.

The Consultant agrees that all matters discussed with the Client will remain confidential. Any Non-Disclosure Agreements Consultant has signed with Client shall be incorporated into this Agreement, and all terms shall remain fully in effect.

5. INDEPENDENT CONTRACTOR: NO AGENCY AND NO JOINT VENTURE

The Parties expressly agree that this Agreement does not create an agency agreement or a joint venture agreement. The Parties expressly agree that Consultant are independent contractors entitled to use and exercise their own judgment and discretion. While all actions shall be taken in consultation with Client, Consultant shall not be obligated to carry out any course of action, of which the Consultant does not approve or agree.

6. LIMITATION ON WARRANTIES

THIS IS A BUSINESS SERVICE ENGAGEMENT. CONSULTANT WARRANT THAT THEY WILL PERFORM CONSULTING SERVICES HEREUNDER IN GOOD FAITH. CONSULTANT DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. CONFIDENTIAL INFORMATION

In order for the Consultant to effectively carry out their functions under this Agreement, the Parties understand that the Consultant will come into possession of information that the Client may otherwise deem confidential. However, unless the Client specifically limits the disclosure of the information by giving written notice of the specific information it desires to maintain confidential, the Consultant may make necessary disclosures and convey such information to third parties, if such disclosure is necessary, in the Consultant's opinion, to achieve the Client's Goals. The Consultant expressly warrants that such disclosures will not be made except in the direct course of carrying out the consultant's functions under this Agreement. The Client expressly agrees to waive any action it may have for disclosure of such confidential information, unless the Client has given written notice to the Consultant, by means of an executed Non-Disclosure Agreement or otherwise, directing the Consultant not to disclose.

8. AGREEMENT SUBJECT TO ARBITRATION

THIS AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITH VENUE BEING HOUSTON, HARRIS COUNTY, TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES. ANY DISPUTE ARISING BETWEEN THE PARTIES UNDER THIS AGREEMENT SHALL FIRST BE SUBMITTED TO MEDIATION, AND IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN 60 DAYS BY MEDIATION, THEY AGREE TO SUBMIT TO BINDING ARBITRATION, SUCH ARBITRATION TO BE HELD UNDER THE COMMERCIAL RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE MEMBER PANEL HELD IN HOUSTON, HARRIS COUNTY, AND TEXAS. THIS ARBITRATION AWARD CAN BE ENFORCED BY ANY COURT HAVING PROPER JURISDICTION OVER THE PARTIES. IF THE PARTIES CANNOT AGREE ON A SINGLE ARBITRATOR SUBMITTED FROM A LIST OF ARBITRATORS FROM THE AMERICAN ARBITRATION ASSOCIATION THEN EACH PARTY WILL SELECT AN ARBITRATOR FROM THIS LIST AND THESE TWO ARBITRATORS WILL SELECT THE ARBITRATOR WHO WILL CONDUCT SAID ARBITRATION. THE

ARBITRATION PROCESS WILL BE HELD WITHIN 180 DAYS OF A PARTY NOTIFYING THE OTHER PARTY OF A LEGAL DISPUTE.

9. FOREIGN CORRUPT PRACTICES

THE PARTIES SHALL ABIDE BY ALL FOREIGN AND DOMESTIC LAWS AND SPECIFICALLY THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT OF 1977, AS AMENDED, 15 U.S.C. §§ 78DD-1, ET SEQ. ("FCPA"), WHICH WAS ENACTED FOR THE PURPOSE OF MAKING IT UNLAWFUL FOR CERTAIN CLASSES OF PERSONS AND ENTITIES TO MAKE PAYMENTS TO FOREIGN GOVERNMENT OFFICIALS TO ASSIST IN OBTAINING OR RETAINING BUSINESS. SPECIFICALLY, THE ANTI-BRIBERY PROVISIONS OF THE FCPA PROHIBIT THE WILLFUL USE OF THE MAILED OR ANY MEANS OF INSTRUMENTALITY OF INTERSTATE COMMERCE CORRUPTLY IN FURTHERANCE OF ANY OFFER, PAYMENT, PROMISE TO PAY, OR AUTHORIZATION OF THE PAYMENT OF MONEY OR ANYTHING OF VALUE TO ANY PERSON, WHILE KNOWING THAT ALL OR A PORTION OF SUCH MONEY OR THING OF VALUE WILL BE OFFERED, GIVEN OR PROMISED, DIRECTLY OR INDIRECTLY, TO A FOREIGN OFFICIAL TO INFLUENCE THE FOREIGN OFFICIAL IN HIS OR HER OFFICIAL CAPACITY, INDUCE THE FOREIGN OFFICIAL TO DO OR OMIT TO DO AN ACT IN VIOLATION OF HIS OR HER LAWFUL DUTY, OR TO SECURE ANY IMPROPER ADVANTAGE IN ORDER TO ASSIST IN OBTAINING OR RETAINING BUSINESS FOR OR WITH, OR DIRECTING BUSINESS TO, ANY PERSON. THE PARTIES REPRESENT THAT THEY HAVE NOT, OR WILL NOT, PAY ANY UNLAWFUL FUNDS IN VIOLATION OF THE FCPA OR ANY GOVERNMENT ANTI-BRIBERY STATUTE HAVING PROPER JURISDICTION OVER PARTIES.

10. LIMITATION ON ACTIONS

All legal actions arising under or related to this Agreement must be commenced within one (1) year of the Termination Date of the Agreement.

11. LIMITATION ON DAMAGES

The Consultant shall not be responsible or liable to the Client for any actions, damages, claims, liabilities, costs, expenses, or losses arising out of or related to this Agreement or the consulting services performed hereunder in excess of the fees of the amount paid to the Consultant by the Client under this Agreement. In no event shall the Consultant be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or losses whether in contract, tort, statute or otherwise.

12. CONSULTANT'S DISCLOSURE

The Consultant hereby represents and warrants, and the Client acknowledges and agrees that: (i) the Consultant is not a "broker" or "dealer" as defined under any applicable federal and/or state securities laws; (ii) the Consultant shall not engage in any acts for which it would be considered to be a broker-dealer; (iii) the Consultant shall not participate in any negotiation of the terms of any such transaction; (iv) the Consultant shall not give any advice to anyone regarding the valuation of, potential return on, or the terms of any investment in, any securities of the Client.

The Consultant makes no representations, warranties or guarantees of any specific results or success.

13. ADDITIONAL WARRANTIES AND REPRESENTATIONS OF PARTIES

1. The signing Parties represent and warrant to the other that they have the right and authority to enter this Agreement and to bind such Party to the rights and obligations set forth herein, and that all required corporate and/or governmental permission, consent and authorization has been obtained in order to make this Agreement effective.
2. This Agreement may not be assigned by either party or transferred by operation of law to any other person or organization without the express written approval of the other party.
3. Consultant agrees to carry out their consulting services in compliance with the laws and statutes of the United States and host country.
4. Except as provided in this Agreement, neither party shall have the right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.
5. The Arbitration, Indemnification provisions set forth in the Agreement, and any other provision, which by its sense and context is appropriate, shall survive the termination of this Agreement by either party for any reason.
6. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify, or place any construction upon or on any provisions of Agreement.
7. All exhibits to this Agreement are incorporated herein by reference and are made a part of this Agreement.

8. Neither party shall be in breach of this Agreement in the event it is unable to perform its obligations under this Agreement as a result of natural disaster, war, or emergency conditions.
9. If any provision of this Agreement shall be held to be invalid or unenforceable by a competent court having proper jurisdiction, the other provisions shall remain valid.
10. The parties agree that this Agreement supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

IN WITNESS THEREOF, the parties have executed this Agreement as of this 16th day, May, 2019.

**"Consultant" Linden Government Solutions, LLC**

Name: Stephen Payne

Signature: 

Title: President

**"Client" Decision Support Services of Libya**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

***Note: Executed by client May 16, 2019. Official signed copy pending delivery.***